

IN THE MATTER OF:

Radiation Technology Inc. Superfund Site
Rockaway Township, Morris County, New Jersey

Alliant Techsystems Inc.,

Respondent

U.S. EPA Index No.
CERCLA-02-2012-2011

ADMINISTRATIVE ORDER

TABLE OF CONTENTS

I.	<u>INTRODUCTION AND JURISDICTION</u>	1
II.	<u>FINDINGS OF FACT</u>	1
III.	<u>CONCLUSIONS OF LAW AND DETERMINATIONS</u>	2
IV.	<u>NOTICE TO THE STATE</u>	3
V.	<u>ORDER</u>	3
VI.	<u>DEFINITIONS</u>	3
VII.	<u>NOTICE OF INTENT TO COMPLY</u>	5
VIII.	<u>PARTY BOUND</u>	5
IX.	<u>WORK TO BE PERFORMED</u>	6
X.	<u>FAILURE TO ATTAIN PERFORMANCE STANDARDS</u>	7
XI.	<u>EPA PERIODIC REVIEW</u>	7
XII.	<u>ADDITIONAL RESPONSE ACTIVITIES</u>	7
XIII.	<u>ENDANGERMENT AND EMERGENCY RESPONSE</u>	8
XIV.	<u>EPA REVIEW OF SUBMISSIONS</u>	8
XV.	<u>PROGRESS REPORTS</u>	9
XVI.	<u>COMPLIANCE WITH APPLICABLE LAWS</u>	10
XVII.	<u>REMEDIAL PROJECT MANAGER</u>	10
XVIII.	<u>ACCESS TO SITE NOT OWNED BY RESPONDENT</u>	11
XIX.	<u>SITE ACCESS AND DATA/DOCUMENT AVAILABILITY</u>	11
XX.	<u>RECORD PRESERVATION</u>	12

XXI.	<u>DELAY IN PERFORMANCE</u>	13
XXII.	<u>ASSURANCE OF ABILITY TO COMPLETE WORK</u>	13
XXIII.	<u>UNITED STATES NOT LIABLE</u>	14
XXIV.	<u>ENFORCEMENT AND RESERVATIONS</u>	15
XXV.	<u>ADMINISTRATIVE RECORD</u>	16
XXVI.	<u>EFFECTIVE DATE AND COMPUTATION OF TIME</u>	16
XXVII.	<u>OPPORTUNITY TO CONFER</u>	17
XXVIII.	<u>TERMINATION AND SATISFACTION</u>	17

APPENDICES:

Appendix A: Record of Decision

Appendix B: SOW

Appendix C: Map of Site

I. INTRODUCTION AND JURISDICTION

1. This Order directs Alliant Techsystems Inc. (the "Respondent") to perform work in accordance with this Order and all attachments that is necessary to complete the remedial design of and implement the remedy described in the Record of Decision for the Radiation Technology Inc. Superfund Site ("Site") located in Rockaway Township, Morris County, New Jersey. This Order is issued to the Respondent by EPA pursuant to the authority vested in the President of the United States by Section 106(a) of CERCLA, as amended, 42 U.S.C. § 9606(a). This authority was delegated to the Administrator of EPA by Executive Order 12580, dated January 23, 1987, and was redelegated to EPA Regional Administrators on September 13, 1987 by EPA Delegation No. 14-14-B. This authority was further redelegated on November 23, 2004, by the Regional Administrator of EPA, Region 2 to the Director of the Emergency and Remedial Response Division by EPA Region 2 Delegation R-1200.

II. FINDINGS OF FACT

2. The Radiation Technology Inc. Superfund Site ("Site") comprises approximately 263-acres and is located in Rockaway Township, Morris County, New Jersey.

3. From approximately 1947 until 1969, Reaction Motors, Inc. and later Thiokol Chemical Corporation ("Thiokol") developed and tested rocket engines and propellants at the Site.

4. From 1971 to 1978, Radiation Technology, Inc. ("RTI") acquired the Site from Thiokol. RTI used portions of the Site for manufacturing radiation-treated wood products and irradiated food, cosmetics and medical supplies until 1997. At that time, RTI leased its irradiation facility and sold its equipment to IBA/Sterigenics, an irradiation competitor.

5. In 1981, the Rockaway Township Health Department ("RTHD") responded to RTI worker complaints of foul odors and tastes in the water at the Site and ascertained that two on-Site wells were contaminated with volatile organic compounds ("VOCs"). Also during this time, the New Jersey Department of Environmental Protection ("NJDEP") and RTHD discovered that RTI was improperly storing and disposing of chemicals at the Site. The company was ordered to conduct removal activities to address these problems.

6. On September 21, 1984, EPA placed the Site on the National Priorities List ("NPL") and designated it a State-lead site.

7. In 1993, RTI completed a Remedial Investigation and Feasibility Study ("RI/FS") which confirmed that groundwater at the Site was contaminated with hazardous substances including: acetone; 1,1,1-trichloroethane; 1,1-dichloroethane; 1,1,2-trichloroethane; trichloroethene; 1,1-dichloroethene; tetrachloroethene; carbon tetrachloride; chloroform; methylene chloride; and freon 113 (1,1,2-trichloro-1,2,2-trifluoroethane).

8. After evaluating the findings of the RI/FS, NJDEP issued a Record of Decision ("ROD") on May 9, 1994. The ROD selected an extraction and treatment system for groundwater remediation of the most contaminated portion of the aquifer, and natural attenuation

of the remainder. EPA concurred in the State's selection of the ROD by letter dated March 30, 1994.

9. RTI began working on the remedial design soon after the ROD was signed in 1994. The groundwater remedy was partially designed, but work was suspended in early 1999 due to financial difficulties of RTI. In November 1999, RTI filed for Chapter 11 bankruptcy.

10. During the 1990s, Thiokol was renamed Cordant Technologies, Inc. In 2001, Respondent acquired Cordant Technologies, Inc.

11. In January 2001, EPA took over as lead agency for the Site at NJDEP's request.

12. On December 6, 2002, EPA sent notice letter to Respondent requesting that it complete the groundwater remedial design and conduct the remedial action at the Site.

13. On May 19, 2004, EPA negotiated a Remedial Design/Remedial Action Consent Decree for Operable Unit 1 with Respondent.

14. On October 4, 2004, Respondent and EPA entered into an Administrative Order on Consent for Operable Unit 2 to conduct a RI/FS study for potential sources of groundwater contamination at the Site. During the RI/FS, Respondent identified a drum disposal area. Samples were taken from deteriorated drums and adjacent soils and results indicated that elevated concentrations of metals, arsenic, cobalt, copper, iron, manganese and thallium were present.

15. On September 19, 2011, EPA issued a ROD for Operable Unit 2 selecting a remedy to address this drum disposal area at the Site. *See*, Appendix A.

16. Respondent has continued to demonstrate good faith in working cooperatively with EPA to address the remaining response activities at the Site.

III. CONCLUSIONS OF LAW AND DETERMINATIONS

17. The Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

18. Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

19. Respondent is a responsible party under one or more subsections of Section 107 (a) of CERCLA, 42 U.S.C. § 9607(a), for conditions at the Site and is subject to this Order under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

20. Many of the substances found in the soil and groundwater at the Site are "hazardous substances" within the meaning of that term as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

21. The presence of hazardous substances at the Site or the past, present or potential migration of hazardous substances currently located at or emanating from the Site, constitute actual and/or threatened "releases" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

22. The potential for further migration of hazardous substances from the Site poses a "... threatened release of a hazardous substance from a facility" as that phrase is used in Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

23. The contamination and endangerment at this Site constitute an indivisible injury. EPA has determined that the release or threatened release of hazardous substances from the Site may present a threat to public health or welfare or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

IV. NOTICE TO THE STATE

24. Notice of this Order has been given to the New Jersey Department of Environmental Protection.

V. ORDER

25. Based on the foregoing, Respondent is hereby ordered to comply with the following provisions, including but not limited to, all attachments, documents, schedules and deadlines in this Order, attached to this Order, or incorporated by reference into this Order.

VI. DEFINITIONS

26. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in the statute or its implementing regulations. Whenever terms listed below are used in this Order or in the documents attached to this Order or incorporated by reference into this Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

b. "Day" shall mean a calendar day.

c. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

d. "Hazardous Substance" shall mean any substance that falls within the definition of a "hazardous substance" as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and shall also mean any mixture(s) containing any such hazardous substance(s) at any concentration.

e. "NCP" shall mean the National Oil and Hazardous Substances Pollution

Contingency Plan promulgated by EPA pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, at 40 C.F.R. Part 300, and all amendments or modifications thereto.

f. "NJDEP" shall mean the New Jersey Department of Environmental Protection or any successor departments or agencies of the State.

g. "Paragraph" shall mean a portion of this Order identified by an arabic numeral.

h. "Performance Standards" shall mean the cleanup goals as set forth in the ROD and other measures of achievement of the goals of the Remedial Action selected in the ROD.

i. "Project Coordinator" shall mean the person designated by the Respondent who will be charged with the duty of being at all times knowledgeable of the performance of all Work performed pursuant to this Order.

j. "ROD" shall mean the Record of Decision signed on September 19, 2011 by the Regional Administrator, EPA Region 2, and all attachments thereto. The ROD is for operable unit 2 addressing the excavation, and off-Site disposal and/or treatment of drums and adjacent soils. The ROD is incorporated into this Order and is an enforceable part of this Order. The ROD is attached to this Order as "Appendix A."

k. "Remedial Project Manager" shall mean the person designated by the EPA who will be charged with the duty of being at all times knowledgeable of the performance of all Work performed pursuant to this Order.

l. "Respondent" shall mean Alliant Techsystems, Inc., and includes its officers, employees, agents, subsidiaries, assigns and successors.

m. "Section" shall mean a portion of this Order identified by a Roman numeral and includes one or more Paragraphs.

n. "Site" shall mean the Radiation Technology Inc. Superfund Site, encompassing approximately 263 acres, located at 108 Lake Denmark Road in Rockaway Township, Morris County, New Jersey, and includes the areal extent of contamination where hazardous substances have migrated or threaten to migrate. A Site map is attached to this Order as "Appendix C."

o. "Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Design and Remedial Action at the Site as set forth in "Appendix B."

p. "State" shall mean the State of New Jersey.

q. "United States" shall mean the United States of America, including but not

limited to, the United States Environmental Protection Agency.

r. “Waste Material” shall mean any substance which meets the definition of any one or more of the following:

- (1) a “hazardous substance” as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); or
- (2) a “pollutant or contaminant” as those terms are defined in Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); or
- (3) any solid waste under Section 1004 (27) of the federal Resource Conservation & Recovery Act (“RCRA”), 42 U.S.C. § 6903(27); or
- (4) any mixture containing any of the constituents noted in (1), (2), or (3), above.

s. “Work” shall mean all work and other activities that Respondent is required to perform under this Order, including, but not limited to, tasks described in the SOW and any activities required to be undertaken pursuant to this Order.

VII. NOTICE OF INTENT TO COMPLY

27. Respondent shall provide, not later than seven (7) days after the effective date of this Order, written notice to EPA’s Remedial Project Manager (“RPM”) and Assistant Regional Counsel for the Site at the address specified in Section XVII, stating whether Respondent will comply with the terms of this Order. If Respondent does not unequivocally commit to perform or finance the Work as provided by this Order, it shall be deemed to have violated this Order and to have failed or refused to comply with this Order. If applicable, Respondent’s written notice shall describe, using facts that exist on or prior to the effective date of this Order, any “sufficient cause” defenses asserted by Respondent under Sections 106(b) and 107(c)(3) of CERCLA. The absence of a response by EPA to the notice required by this Paragraph shall not be deemed to be acceptance of Respondent’s assertions.

VIII. PARTY BOUND

28. This Order shall apply to and be binding upon the Respondent, its principals, officers, employees, agents, directors, subsidiaries, assigns and successors. Respondent is responsible for completing the Work and all applicable requirements of this Order. No change in the ownership, corporate status, or other control of the Respondent shall alter any of the Respondent’s responsibilities under this Order.

29. Respondent shall provide a copy of this Order to any prospective owners or successors before a controlling interest in Respondent’s assets, property rights, or stock are transferred to the prospective owner or successor. Respondent shall provide a copy of this Order

to each contractor, subcontractor, laboratory, or consultant retained to perform any Work under this Order, within five days after the effective date of this Order or on the date such services are retained, whichever date occurs later. Respondent shall also provide a copy of this Order to each person representing Respondent with respect to the Site or the Work and shall condition all contracts and subcontracts entered into hereunder upon performance of the Work in conformity with the terms of this Order. With regard to the activities undertaken pursuant to this Order, each contractor and subcontractor shall be deemed to be related by contract to the Respondent within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3). Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Order and for ensuring that its contractors, subcontractors and agents comply with this Order, and perform any Work in accordance with this Order.

IX. WORK TO BE PERFORMED

30. The Work to be performed consists of all actions required in the ROD and the SOW including: excavation of contaminated drum material; sampling of soils; transport of excavated materials off-Site for disposal and/or treatment; disposal and/or treatment of any debris that is comingled with the contaminated drum material; and restoration and re-vegetation to pre-excavation conditions areas disturbed by the Work.

31. The Work performed by Respondent pursuant to this Order shall, at a minimum, achieve the Performance Standards specified in the ROD. Notwithstanding any action by EPA, Respondent remains fully responsible for achievement of the Performance Standards in the ROD. Nothing in this Order, or in EPA's approval of any submission, shall be deemed to constitute a warranty or representation of any kind by EPA that full performance of the SOW will achieve the Performance Standards set forth in the ROD. Respondent's compliance with such approved documents does not foreclose EPA from seeking additional work to achieve the applicable Performance Standards.

32. Within seven (7) days of the Effective Date of this Order, the Respondent shall implement all activities specified in the SOW in accordance with the time frames specified therein.

33. All aspects of the Work to be performed by Respondent pursuant to this Order shall be under the direction and supervision of a qualified project manager, to be known as the "Project Coordinator," the selection of which shall be subject to approval by EPA. Within fourteen (14) days after the effective date of this Order, Respondent shall notify EPA in writing of the name and qualifications of the Project Coordinator, including primary support entities and staff, proposed to be used in carrying out work under this Order. With respect to any proposed Project Coordinator, Respondent shall demonstrate that such person has a quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed project manager's Quality Management Plan (QMP). The QMP should be prepared in accordance with the specifications set forth in "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. If at any time Respondent

proposes to use a different Project Coordinator, Respondent shall notify EPA and shall obtain approval from EPA before the new Project Coordinator performs any work under this Order.

34. Respondent shall retain at least one contractor to perform the Work. Respondent shall notify EPA of the name and qualifications of any other contractor or subcontractor proposed to perform Work under Order at least ten (10) days prior to commencement of such Work.

35. EPA retains the right to disapprove of any, or all, of the contractors and/or subcontractors proposed by Respondent to conduct the Work. If EPA disapproves in writing of any of Respondent's proposed contractors to conduct the Work, Respondent shall propose a different contractor within seven (7) days of receipt of EPA's disapproval.

X. FAILURE TO ATTAIN PERFORMANCE STANDARDS

36. If, based on the results of the soil monitoring, EPA believes that one or more of the Performance Standards specified in the ROD will not be reached in a reasonable time period, EPA may require the Respondent to implement contingency measures. Such measures may require the submittal of a report assessing alternate remedial strategies and/or a plan that sets forth contingency measures.

XI. EPA PERIODIC REVIEW

37. Under Section 121 of CERCLA, 42 U.S.C. § 9621, and any applicable regulations, EPA may review the remedial action for the Site to assure that the Work performed pursuant to this Order adequately protects human health and the environment. Until such time as EPA certifies completion of the Work, Respondent shall conduct the requisite studies, investigations, or other response actions as determined necessary by EPA in order to permit EPA to conduct the review under Section 121 of CERCLA. As a result of any review performed under this Paragraph, Respondent may be required to perform additional response activities, or to modify Work previously performed.

XII. ADDITIONAL RESPONSE ACTIVITIES

38. EPA may determine that in addition to the Work identified in this Order and attachments to this Order, additional response activities may be necessary to protect human health and the environment including meeting Performance Standards. If EPA determines that additional response activities are necessary, EPA may require Respondent to submit a work plan for additional response activities. EPA may also require Respondent to modify any plan, or other deliverable required by this Order, including any approved modifications.

39. Not later than 30 days after receiving EPA's notice that additional response activities are required pursuant to this Section and request for a work plan, Respondent shall submit a work plan for the response activities to EPA for review and approval. Upon written approval by EPA, the work plan is incorporated into this Order as a requirement of this Order and shall be an enforceable part of this Order. Upon approval of the work plan by EPA, Respondent shall implement the work plan according to the standards, specifications, and schedule in the approved

work plan. Respondent shall notify EPA of its intent to perform such additional response activities within 7 days after receipt of EPA's notification of the need for additional response activities.

40. Any additional response activities that Respondent determines are necessary to protect human health and the environment shall be subject to written approval by EPA. If such additional response activities are authorized by EPA, then Respondent shall complete such response activities in accordance with plans, specifications, and schedules approved by EPA pursuant to this Order.

XIII. ENDANGERMENT AND EMERGENCY RESPONSE

41. In the event of any action or occurrence during the performance of the Work which causes or threatens to cause a release of a hazardous substance or which may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action to prevent, abate or minimize the threat, and shall immediately notify EPA's Remedial Project Manager. In the event of the Remedial Project Manager's unavailability, the Respondent shall notify the Chief of the EPA New Jersey Remediation Branch at (212) 637- 4288, or if such person or such person's delatee is unavailable, the EPA Regional Emergency 24-hour telephone number at (732) 548-8730. Respondent shall take such action in accordance with all applicable provisions of this Order, including but not limited to the Health and Safety Contingency Plan and any other documents developed pursuant to the Remedial Action Work Plan. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the RPM or its delatee and the National Response Center at (800) 424-8802. Respondent shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, et seq.

42. Nothing in the preceding Paragraph or elsewhere in this Order shall be deemed to limit any authority of the United States to take, direct or order all appropriate action to protect human health and the environment or to prevent, abate or minimize an actual or threatened release of hazardous substances on, at or from the Site.

XIV. EPA REVIEW OF SUBMISSIONS

43. After review of any deliverable, plan, report or other item which is required to be submitted for review and approval pursuant to this Order, EPA may: (a) approve the submission; (b) approve the submission with modifications; (c) disapprove the submission and direct Respondent to re-submit the document after incorporating EP's comments; or (d) disapprove the submission and assume responsibility for performing all or any part of the response action. As used in this Order, the terms "approval by EPA," "EPA approval," or a similar term means the action described in (a) or (b) above.

44. In the event of approval or approval with modifications by EPA, Respondent shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA.

45. Upon receipt of a notice of disapproval or a request for a modification, Respondent shall, within 21 days or such longer time as specified by EPA in its notice of disapproval or request for modification, correct the deficiencies and resubmit the plan, report, or other item for approval. Notwithstanding the notice of disapproval, or approval with modifications, Respondent shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

46. If upon the first resubmission or upon any subsequent resubmission, the plan, report or other item is disapproved by EPA, Respondent shall be deemed to be out of compliance with this Order. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require Respondent to correct the deficiencies, in accordance with the preceding Paragraphs of this Section. In addition, or in the alternative, EPA retains the right to amend or develop the plan, report or other item.

47. All plans, reports, and other submittals required to be submitted to EPA under this Order shall, upon approval by EPA, be deemed to be incorporated in and an enforceable part of this Order. In the event EPA approves a portion of a plan, report, or other item required to be submitted to EPA under this Order, the approved portion shall be deemed to be incorporated in and an enforceable part of this Order.

48. Respondent may request in writing that EPA approve modifications to EPA-approved reports, schedules, deliverables and other writings required under the terms of this Order at any time during the implementation of the Work required by this Order. Any and all such modifications under this Order must be approved in writing and signed by the Chief of the New Jersey Remediation Branch, Emergency and Remedial Response Division, EPA-Region 2.

a. EPA shall have the sole authority to make any such modifications under this Order

b. EPA shall be the final arbiter in any dispute regarding the sufficiency or acceptability of all documents submitted and all activities performed pursuant to this Order. EPA may modify those documents and/or perform or require the performance of additional work unilaterally. EPA also may require Respondent to perform additional work unilaterally to accomplish the objectives set forth in this Order.

XV. PROGRESS REPORTS

49. In addition to the other deliverables set forth in this Order, Respondent shall provide written monthly progress reports to EPA with respect to actions and activities undertaken pursuant to this Order. The progress reports shall be submitted on or before the 15th day of each month following the effective date of this Order. Respondent's obligation to submit progress reports continues until EPA gives Respondent written notice under Paragraph 84.

XVI. COMPLIANCE WITH APPLICABLE LAWS

50. All activities carried out by Respondent pursuant to this Order shall be performed in accordance with the requirements of all federal and state laws and regulations. EPA has determined that the activities contemplated by this Order are consistent with the NCP.

51. Except as provided in Section 121(e) of CERCLA and the NCP, no permit shall be required for any portion of the Work conducted entirely on-Site. Where any portion of the Work requires a federal or state permit or approval, Respondent shall submit timely applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

52. This Order is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XVII. REMEDIAL PROJECT MANAGER

53. All communications, whether written or oral, from Respondent to EPA shall be directed to EPA's Remedial Project Manager. Respondent shall submit to EPA and NJDEP copies of all documents, including plans, reports, and other correspondence, which are developed pursuant to this Order, and shall send these documents by certified mail or overnight mail to the following addresses:

3 Copies to:

Chief, New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency
290 Broadway, 19th Floor
New York, New York 10007-1866
Attn: Radiation Technologies, Inc. Superfund Site Remedial Project Manager

1 Copy to:

New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 17th Floor
New York, New York 10007-1866
Attn: Site Attorney, Radiation Technologies, Inc. Superfund Site

54. In the event that EPA requests more than the number of copies stated above of any report or other documents required by this Order for itself or the State, Respondent shall provide the number of copies requested. Upon request by EPA, Respondent shall submit in electronic form all or any portion of any deliverables Respondent is required to submit pursuant to the provisions of the Order.

55. EPA has the unreviewable right to change its Remedial Project Manager. If EPA changes its Remedial Project Manager, EPA will inform Respondent in writing of the name, address, and telephone number of the new Remedial Project Manager.

56. EPA's RPM shall have the authority lawfully vested in a RPM by the National Contingency Plan, 40 C.F.R. Part 300. EPA's RPM shall have authority, consistent with the National Contingency Plan, to halt any work required by this Order, and to take any necessary response action.

XVIII. ACCESS TO SITE NOT OWNED BY RESPONDENT

57. If the Site, the off-Site area that is to be used for access, property where documents required to be prepared or maintained by this Order are located, or other property subject to or affected by the clean up, is owned in whole or in part by parties other than those bound by this Order, Respondent will obtain, or use its best efforts to obtain, site access agreements from the present owners within 60 days of the effective date of this Order. Such agreements shall provide access for EPA, its contractors and oversight officials, the State and its contractors, and Respondent and Respondent's authorized representatives and contractors, and such agreements shall specify that Respondent is not EPA's representatives with respect to liability associated with the activities to be undertaken. Copies of such agreements shall be provided to EPA prior to Respondent's initiation of field activities. Respondent's best efforts shall include providing reasonable compensation to any property owner. If access agreements are not obtained within the time referenced above, Respondent shall immediately notify EPA of its failure to obtain access. Subject to the United States' non-reviewable discretion, EPA may use its legal authorities to obtain access for Respondent, may perform those response actions with EPA contractors at the property in question, or may terminate the Order if Respondent cannot obtain access agreements. If EPA performs those tasks or activities with contractors and does not terminate the Order, Respondent shall perform all other activities not requiring access to that property. Respondent shall integrate the results of any such tasks undertaken by EPA into its reports and deliverables.

XIX. SITE ACCESS AND DATA/DOCUMENT AVAILABILITY

58. Respondent shall allow EPA and its authorized representatives and contractors to enter and freely move about all property at the Site and off-Site areas subject to or affected by the work under this Order or where documents required to be prepared or maintained by this Order are located, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondent and its representatives or contractors pursuant to this Order; reviewing the progress of the Respondent in carrying out the terms of this Order; conducting tests as EPA or its authorized representatives or contractors deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to EPA by Respondent. Respondent shall allow EPA and its authorized representatives to enter the Site, to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Order. Nothing herein shall be interpreted as limiting or affecting EPA's right

of entry or inspection authority under federal law.

59. Respondent may assert a claim of business confidentiality covering part or all of the information submitted to EPA pursuant to the terms of this Order under 40 C.F.R. 2.203, provided such claim is not inconsistent with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7) or other provisions of law. This claim shall be asserted in the manner described by 40 C.F.R. 2.203(b) and substantiated by Respondent at the time the claim is made. Information determined to be confidential by EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA or the State of New Jersey without further notice to Respondent. Respondent shall not assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring.

60. Respondent shall maintain for the period during which this Order is in effect, an index of documents that Respondent claims contain confidential business information. The index shall contain, for each document, the date, author, addressee, and subject of the document. Upon written request from EPA, Respondent shall submit a copy of the index to EPA.

61. As requested by EPA, Respondent shall participate in the preparation of such information for distribution to the public and in public meetings which may be held or sponsored by EPA to explain activities at or relating to the Site.

XX. RECORD PRESERVATION

62. Respondent shall provide to EPA upon request, copies of all documents and information within its possession and/or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

63. Until 10 years after EPA provides notice pursuant to Paragraph 84 of this Order, Respondent shall preserve and retain all records and documents in its possession or control, including the documents in the possession or control of its contractors and agents on and after the effective date of this Order that relate in any manner to the Site. At the conclusion of this document retention period, Respondent shall notify the United States at least 90 calendar days prior to the destruction of any such records or documents, and upon request by the United States, Respondent shall deliver any such records or documents to EPA.

64. Within 90 days after the effective date of this Order, Respondent shall submit a written certification to EPA's Remedial Project Manager and Site Attorney that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability with regard to the Site since notification of potential liability by the United States or the State.

XXI. DELAY IN PERFORMANCE

65. Any delay in performance of this Order that, in EPA's judgment, that is not properly justified by Respondent under the terms of this Section shall be considered a violation of this Order. Any delay in performance of this Order shall not affect Respondent's obligations to fully perform all obligations under the terms and conditions of this Order.

66. Respondent shall notify EPA of any delay or anticipated delay in performing any requirement of this Order. Such notification shall be made by telephone and electronic mail to EPA's Remedial Project Manager within 48 hours after Respondent first knew or should have known that a delay might occur. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Within 5 business days after notifying EPA by telephone and electronic mail, Respondent shall provide written notification fully describing the nature of the delay, any justification for delay, any reason why Respondent should not be held strictly accountable for failing to comply with any relevant requirements of this Order, the measures planned and taken to minimize the delay, and a schedule for implementing the measures that will be taken to mitigate the effect of the delay. Increased costs or expenses associated with implementation of the activities called for in this Order is not a justification for any delay in performance.

XXII. ASSURANCE OF ABILITY TO COMPLETE WORK

67. Respondent shall demonstrate its ability to complete the Work required by this Order and to pay all claims that arise from the performance of the Work by obtaining and presenting to EPA within 30 days after the effective date of this Order, one of the following:

a. A surety bond unconditionally guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. One or more irrevocable letters of credit, payable to or at the direction of EPA, that is issued by one or more financial institution(s) (i) that has the authority to issue letters of credit and (ii) whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A policy of insurance that (i) provides EPA with acceptable rights as a beneficiary thereof; and (ii) is issued by an insurance carrier (a) that has the authority to issue insurance policies in the applicable jurisdiction(s) and (b) whose insurance operations are regulated and examined by a federal or state agency;

d. A demonstration by Respondent that it meets the financial test criteria of 40 C.F.R. § 264.143(f) with respect to the estimated cost of the Work (plus the amount(s) of any other federal or any state environmental obligations financially assured through the use of a financial test or guarantee), provided that all other requirements of 40 C.F.R. § 264.143(f) are met to EPA's satisfaction; or

e. A written guarantee to fund or perform the Work executed in favor of EPA by one or more of the following: (i) a direct or indirect parent company of a Respondent, or (ii) a company that has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with Respondent; provided, however, that any company providing such a guarantee must demonstrate to the satisfaction of EPA that it satisfies the financial test and reporting requirements for owners and operators set forth in subparagraphs (1) through (8) of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work (plus the amount(s) of any other federal or any state environmental obligations financially assured through the use of a financial test or guarantee) that it proposes to guarantee hereunder.

68. Respondent shall demonstrate financial assurance in an amount of no less than \$200,000 for the Work. If Respondent seeks to demonstrate ability to complete the remedial action by means provided under Subsections d. or e. of the preceding Paragraph, it shall re-submit such information annually, on the anniversary of the effective date of this Order. If EPA determines that such financial information is inadequate, Respondent shall, within 30 days after receipt of EPA's notice of determination, obtain and present to EPA for approval one of the other five forms of financial assurance listed in the preceding Paragraph.

69. At least 7 days prior to commencing any work at the Site pursuant to this Order, Respondent shall submit to EPA a certification that Respondent or its contractors and subcontractors have adequate insurance coverage or have indemnification for liabilities for injuries or damages to persons or property which may result from the activities to be conducted by or on behalf of Respondent pursuant to this Order. Respondent shall ensure that such insurance or indemnification is maintained for the duration of the Work required by this Order.

70. Funding for Work Takeover. Upon the commencement of any work takeover, if (a) for any reason EPA is unable to promptly secure the resources guaranteed under any such performance guarantee(s), whether in cash or in kind, necessary to continue and complete the Work assumed by EPA under the work takeover, or (b) in the event that the performance guarantee involves a demonstration of satisfaction of the financial test criteria, Respondent shall upon written demand from EPA deposit into a special account within the EPA Hazardous Substance Superfund or such other account as EPA may specify, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount up to but not exceeding the estimated cost of completing the Work as of such date, as determined by EPA. In addition, if at any time EPA is notified by the issuer of a performance guarantee that such issuer intends to cancel the performance guarantee mechanism it has issued, then, unless Respondent provides a substitute performance guarantee mechanism in accordance with this Section no later than 30 days prior to the impending cancellation date, EPA shall be entitled (as of and after the date that is 30 days prior to the impending cancellation) to draw fully on the funds guaranteed under the then-existing performance guarantee.

XXIII. UNITED STATES NOT LIABLE

71. The United States and EPA, by issuance of this Order, or by issuance of any approvals pursuant to this Order, assume no liability for any injuries or damages to persons or

property resulting from acts or omissions by Respondent, or its directors, officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order, or Respondent's failure to perform properly or complete the requirements of this Order. Neither the United States nor EPA may be deemed to be a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, assigns, contractors, or consultants in carrying out any action or activity pursuant to this Order, and Respondent shall not represent to anyone that the United States or EPA is or may be a party to any such contract.

72. Respondent shall save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives from any and all claims or causes of action or other costs incurred by the United States including but not limited to attorney fees and other expenses of litigation and settlement arising from or on account of acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on behalf or under its control, in carrying out activities pursuant to this Order, including any claims arising from any designation of Respondent as EPA's authorized representatives under Section 104(e) of CERCLA.

XXIV. ENFORCEMENT AND RESERVATIONS

73. EPA reserves the right to bring an action against Respondent under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States related to this Order and/or for any other response costs which have been incurred or will be incurred by the United States relating to the Site. This reservation shall include, but not be limited to past costs, direct costs, indirect costs, the costs of oversight, the costs of compiling the cost documentation to support oversight cost demand, as well as accrued interest as provided in Section 107(a) of CERCLA.

74. Notwithstanding any other provision of this Order, at any time during the response action, EPA may perform its own studies, complete the response action (or any portion of the response action) as provided in CERCLA and the NCP, and seek reimbursement from Respondent for its costs, or seek any other appropriate relief.

75. Nothing in this Order shall preclude EPA from taking any additional enforcement actions, including modification of this Order or issuance of additional Orders, and/or additional remedial or removal actions as EPA may deem necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. § 9606(a), *et seq.*, or any other applicable law. Respondent shall be liable under CERCLA Section 107(a), 42 U.S.C. § 9607(a), for the costs of any such additional actions.

76. Notwithstanding any provision of this Order, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, RCRA, and any other applicable statutes or regulations.

77. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person for any liability it may have

arising out of or relating in any way to the Site.

78. If a court issues an order that invalidates any provision of this Order or finds that Respondent have sufficient cause not to comply with one or more provisions of this Order, Respondent shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

79. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring the Respondent(s) in the future to perform additional activities pursuant to CERCLA or any other applicable law. EPA reserves the right to bring an action against Respondent(s) under section 107 of CERCLA, 42 U.S.C. section 9607, for recovery of any response costs incurred by the United States related to this Order or the Site and not reimbursed by Respondent.

80. Notwithstanding any other provision of this Order, failure of Respondent to comply with any provision of this Order may subject Respondent to civil penalties of up to thirty-seven thousand five hundred dollars (\$37,500) per violation per day, as provided in Section 106(b) (1) of CERCLA, 42 U.S.C. § 9606(b) (1), and the Debt Collection and Improvement Act of 1996 (see civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19). Respondent also may be subject to punitive damages in an amount at least equal to but not more than three times the amount of any costs incurred by the United States as a result of such failure to comply with this Order, as provided in Section 107(c) (3) of CERCLA, 42 U.S.C. § 9607(c) (3). Should Respondent violate this Order or any portion thereof, EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

XXV. ADMINISTRATIVE RECORD

81. Upon request by EPA, Respondent shall submit to EPA all documents related to the implementation of the Work for possible inclusion in the administrative record file.

XXVI. EFFECTIVE DATE AND COMPUTATION OF TIME

82. This Order shall be effective five (5) days following the day that this Order is signed by the Director, Emergency and Remedial Response Division, EPA Region 2, unless a conference is timely requested pursuant to Paragraph 82, below. If such conference is timely requested, this Order shall become effective 3 days following the date the conference is held, unless the effective date is modified by EPA. All times for performance of ordered activities shall be calculated from this effective date.

XXVII. OPPORTUNITY TO CONFER

83. Respondent may, before the effective date of the Order, request a conference with EPA to discuss this Order. If requested, the conference shall occur within 7 days of Respondent's request for a conference.

84. The purpose and scope of the conference shall be limited to issues involving the implementation of the response actions required by this Order and the extent to which Respondent intends to comply with this Order. This conference is not an evidentiary hearing, and does not constitute a proceeding to challenge this Order. It does not give Respondent a right to seek review of this Order, or to seek resolution of potential liability, and no official stenographic record of the conference will be made. At any conference held pursuant to Respondent's request, Respondent may appear in person or by an attorney or other representative.

85. Requests for a conference must be by telephone followed by written confirmation sent by overnight mail and electronic mail that day to:

Damaris C. Urdaz
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 17th Floor
New York, N.Y. 10007-1866
Telephone: (212) 637-3140
Telecopy: (212) 637-3096
urdaz.damaris@epa.gov

XXVIII. TERMINATION AND SATISFACTION

86. This Order may be terminated by EPA if Respondent demonstrates in writing and certifies to the satisfaction of EPA that all Work and activities required under this Order, including any additional work required by EPA, have been performed fully in accordance with this Order and EPA concurs in writing with the certification. Such an approval by EPA, however, shall not relieve Respondent of any remaining obligations under the Order, including those requirements set forth in Section XX regarding record preservation, or applicable law.

So Ordered, this 14th day of June, 2012.

By: 

Walter Mugdan, Director
Emergency and Remedial Response Division
U.S. Environmental Protection Agency-Region 2



111749

RECORD OF DECISION

Radiation Technology, Inc. Site

Rockaway Township, Morris County, New Jersey

U.S. Environmental Protection Agency

Region II

2011

500001

DECLARATION STATEMENT

RECORD OF DECISION

SITE NAME AND LOCATION

Radiation Technology, Inc. (EPA ID# NJD0047684451)
Rockaway Township, Morris County, New Jersey

STATEMENT OF BASIS AND PURPOSE

This decision document presents the Remedy to address a drum disposal area at the Radiation Technology, Inc. site (the Site) located in Rockaway Township, Morris County, New Jersey.

The Remedy was selected in accordance with the requirements of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9601 et seq., and to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR Part 300. This decision is based on the Administrative Record file for the Site, an index of which can be found in Appendix IV.

The State of New Jersey concurs with the Selected Remedy. A copy of the concurrence letter can be found in Appendix V.

ASSESSMENT OF THE SITE

The response action selected in this Record of Decision (ROD) is necessary to protect the human health, welfare, or the environment from actual or threatened releases of hazardous substances from the Site into the environment.

DESCRIPTION OF THE SELECTED REMEDY

The response action described in this document addresses a drum disposal area at the Radiation Technology, Inc. site. A previous ROD, signed in May 1994, addressed groundwater contamination at the Site.

The major component of the Selected Remedy is the following:

- Excavation of drum material and surrounding soils with off-site disposal and/or treatment.

DECLARATION OF STATUTORY DETERMINATIONS

Part I: Statutory Requirements

The Selected Remedy is protective of human health and the environment, complies with federal and state requirements that are applicable or relevant and appropriate to the remedial action to

the extent practicable, and is cost-effective. The Remedy represents the maximum extent to which permanent solutions and treatment technologies can be utilized in a practicable manner for the drum disposal area at the Site.

Part 2: Statutory Preference for Treatment

The Remedy meets the statutory preference for the use of remedies that involve treatment as a principal element.

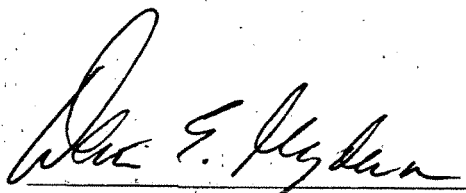
Part 3: Five-Year Review Requirements

Because the Remedy will not result in hazardous substances, pollutants, or contaminants remaining above levels that allow for unlimited use and unrestricted exposure, EPA anticipates that a five-year review will not be required for the drum disposal remedy.

ROD DATA CERTIFICATION CHECKLIST

The following information is included in the Decision Summary section of this ROD. Additional information can be found in the Administrative Record file for this Site.

- Chemicals of concern and their respective concentrations may be found in the "Site Characteristics" section.
- A discussion of source materials constituting principal threats may be found in the "Principal Threat Waste" section.
- A discussion of the baseline risk represented by the chemicals of concern may be found in the "Summary of Site Risks" section. This discussion is based on the human health risk assessment from the 2010 Remedial Investigation report. Cleanup goals for soils can be found in the "Remedial Action Objectives" section.
- Current and reasonably anticipated future land use assumptions used in the baseline risk assessment and ROD can be found in the "Current and Potential Future Site and Resource Uses" section.
- Estimated capital, operation and maintenance (O&M), and total present worth costs, discount rate, and the number of years over which the remedy cost estimates are projected can be found in the "Description of Remedial Alternatives" section.
- Key factors that led to selecting the remedy may be found in the "Comparative Analysis of Alternatives" and "Statutory Determinations" sections.



Walter E. Mugdan, Director
Emergency & Remedial Response Division
EPA - Region II

Sept. 19, 2011
Date

RECORD OF DECISION
DECISION SUMMARY

Radiation Technology, Inc. Site
Rockaway Township, Morris County, New Jersey

U.S. Environmental Protection Agency
Region II
New York, New York

500004